

Enter the name of the county in which you are filing this case.	<b>STATE OF WISCONSIN, CIRCUIT COURT,</b> <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> <b>COUNTY</b>	<i>For Official Use</i>
Enter the name of the petitioner. If joint petitioners, enter the name of the wife.	In re the marriage of: <b>Petitioner/Joint Petitioner-Wife:</b> <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>First name</span> <span>Middle name</span> <span>Last name</span> </div>	<b>Stipulation for Temporary Order</b> With Minor Children  <input type="checkbox"/> <b>Divorce-40101</b> <input type="checkbox"/> <b>Legal Separation-40201</b>  Case No. <div style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></div>
Enter the name of the respondent. If joint petitioners, enter the name of the husband.	and <b>Respondent/Joint Petitioner-Husband:</b> <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>First name</span> <span>Middle name</span> <span>Last name</span> </div>	
Check divorce or legal separation.		
<b>Note:</b> Enter the case number, if known. If not leave blank.		

## SUMMARY OF PERSONAL INFORMATION

Enter the requested information about the wife.  Include area codes with the requested phone numbers. Dates of birth should be written in the following format: [month, day, year].	<b>1. Wife</b> Name <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Address <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Address <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> City <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> State <div style="border-bottom: 1px solid black; display: inline-block; width: 10%;"></div> Zip <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Phone (day) <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Phone (evening) <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Date of birth <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Social security number <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Gross monthly income \$ <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Employer name <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Address of payroll office <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> City <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> State <div style="border-bottom: 1px solid black; display: inline-block; width: 10%;"></div> Zip <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Phone <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Fax <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div>
Enter the requested information about the husband.  Include area codes with the requested phone numbers. Dates of birth should be written in the following format: [month, day, year].	<b>2. Husband</b> Name <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Address <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Address <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> City <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> State <div style="border-bottom: 1px solid black; display: inline-block; width: 10%;"></div> Zip <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Phone (day) <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Phone (evening) <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Date of birth <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Social security number <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Gross monthly income \$ <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Employer name <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Address of payroll office <div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> City <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> State <div style="border-bottom: 1px solid black; display: inline-block; width: 10%;"></div> Zip <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Phone <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div> Fax <div style="border-bottom: 1px solid black; display: inline-block; width: 40%;"></div>

## STIPULATION

The parties agree that the following terms be in effect until the final hearing of this action.

### 1. SUMMARY OF FINANCIAL AGREEMENTS

For A1, check a or b.

If b, enter the monthly amount of maintenance and the month and year on which the payments will begin.

For A2, check a or b.

If b, enter the monthly amount of maintenance and the month and year on which the payments will begin.

**A. Maintenance (spousal support)** The parties agree that temporary maintenance shall be paid as follows:

**1. For the wife:**

- a. ☐ The wife waives her right to receive maintenance at this time.
- b. ☐ The husband shall pay maintenance to the wife in the amount of \$ \_\_\_\_\_ per month beginning on the first day of the month of \_\_\_\_\_, 20\_\_\_\_.

**2. For the Husband.**

- a. ☐ The husband waives his right to receive maintenance at this time.
- b. ☐ The wife shall pay maintenance to the husband in the amount of \$ \_\_\_\_\_ per month beginning on the first day of the month of \_\_\_\_\_, 20\_\_\_\_.

**B. Minor Children:** The following minor children (age 17 or younger) born to or adopted together by the parties before or during the marriage are:

Name of minor child	Date of birth	Social security number
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Enter the name, date of birth [month, day, year] and social security number for each child under the age of 18.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check a, b, or c.

If a or b, enter the amount and the month and year the payment shall begin.

If c, enter the reasons neither party will be paying child support.

And for 2, check a or b.  
If a, check 1 or 2. If 2, check all that apply (a-e).

If b, enter the guideline amount and the reasons it would be unfair (Refer to WI Statute 767.25(1m)).

**Note:** For more information on DWD 40, contact your local Child Support Agency.

**C. Child Support:**

**1.** The parties agree that child support shall be paid as follows:

- a. ☐ The husband shall pay child support to the wife in the amount of \$ \_\_\_\_\_ per month, beginning on the first day of the month of \_\_\_\_\_, 20\_\_\_\_.
- b. ☐ The wife shall pay child support to the husband in the amount of \$ \_\_\_\_\_ per month, beginning on the first day of the month of \_\_\_\_\_, 20\_\_\_\_.
- c. ☐ No child support shall be ordered from either party at this time because: \_\_\_\_\_.

**2.** The child support amount:

- a. ☐ is based on Chapter DWD 40 Child Support Percentage of Income Guidelines:
- ☐ Standard Percentage Guidelines (Gross Income – 17% for one child, 25% for two children, 29% for three children, 31% for four children, 34% for five or more children)
  - ☐ Special Circumstance Guidelines (check all that apply):
    - ☐ split-placement calculation
    - ☐ shared-placement calculation
    - ☐ serial-family payer calculation
    - ☐ low-income payer calculation
    - ☐ high-income payer calculation
- b. ☐ deviates from the DWD 40 Child Support Guidelines amount (which would be in the amount of \$ \_\_\_\_\_) . This amount would be unfair because \_\_\_\_\_

_____
_____
_____

Check a, b or c.

Enter the percentage each party shall pay. The total amount must equal 100 %.

Enter the percentage that each parent will pay in a and b. The total must equal 100%.

Enter the number of days for the deadline.

Check 1, 2, or 3.

If 1 or 2, contact your local Child Support Agency to establish a WISCTF account.  
**Parties may not make payments directly to each other.** (See WI Stat. 767.265)

Check 1 or 2.

If 2, check a ,b, c or d.

If a b, or d enter the date [month, day, year].

If parties own residence, check 3a or 3b. If 3b, enter the date [month, day, year].

For 4, check a or b. If a, attach the agreed upon arrangements.

#### D. Medical and Health Care Expenses

- 1. Medical Insurance Coverage:** The parties agree that medical insurance coverage for the minor children including medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses which are offered now or may be offered at a reasonable cost by a present or future employer shall be obtained and maintained by:
- ☐ Both parties
  - ☐ The wife
  - ☐ The husband

This person shall provide the minor children's legal custodian with copies of policy information and insurance cards.

- 2. Medical Insurance Payment:** The difference in cost between single and family coverage shall be paid as follows:
- The wife to pay \_\_\_\_\_% of the difference to the husband.
  - The husband to pay \_\_\_\_\_% of the difference to the wife.
- 3. Uninsured Health Care Expenses:** Payments for health care expenses for the minor children not covered by insurance, including medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses shall be paid as follows:
- The wife to pay \_\_\_\_\_% of the total amount.
  - The husband to pay \_\_\_\_\_% of the total amount.

Any request for reimbursement from the other party for health care expenses shall be made in writing. The other party shall pay their required percentage within \_\_\_\_\_ days.

#### E. Payments for Child Support and/or Maintenance shall be made to the Wisconsin Support Collections Trust Fund (WI SCTF):

- ☐ Directly from the payer to WI SCTF (**only if self-employed**)
- ☐ By income assignment from the payer's employer as indicated on page 1.
- ☐ No child support or maintenance is to be paid at this time.

#### F. Information about how payments are made to WI SCTF.

All payments for child support and/or maintenance ordered shall note the case number and the names of the parties on the face of the check should be made payable to WI SCTF, and sent to:

Wisconsin Support Collections Trust Fund  
Box 74400  
Milwaukee, WI 53284-0400

The WI SCTF will transmit the payments to the proper persons entitled to them.

Failure of an employer to pay the proper amount shall not be a defense for failure to pay the proper amount. If an employer fails to take out the correct amount for child support and/or maintenance, the party paying is responsible for the full and correct amount.

The party paying child support and/or maintenance is responsible for payment of the annual receiving and disbursing fee to WI SCTF.

## 2. SUMMARY OF OTHER AGREEMENTS

### A. Residence:

- ☐ The parties **do not** own or rent a residence together.
- ☐ The parties **do** own or rent a residence together and agree that:
  - ☐ The wife shall have temporary exclusive use of the residence and the husband shall leave the residence on or before \_\_\_\_\_.
  - ☐ The husband shall have temporary exclusive use of the residence and the wife shall leave the residence on or before \_\_\_\_\_.
  - ☐ Both parties agree to share the residence.
  - ☐ Both parties agree to vacate and/or sell the residence by \_\_\_\_\_.

### 3. Sale of Residence:

- ☐ The residence shall not be placed for sale at this time.
- ☐ The residence shall be placed for sale no later than \_\_\_\_\_.

### 4. Other Real Estate: One or both of the parties own additional real estate, the agreement for temporary use of which is disclosed as an attachment.

- ☐ Yes
- ☐ No

**B. Personal Property Division:** The parties agree that the wife shall be awarded the temporary exclusive use of the personal property in her possession and the husband shall be awarded the temporary exclusive use of the personal property in his possession.

1. ☐ with no exceptions
2. ☐ except for the following property:

Check 1 or 2.

If 2, complete the chart on the right indicating who will have possession.

If property needs to be exchanged, enter the date [month, day, year] by which the property shall be exchanged, and describe how it will be exchanged.

List the property and check if the wife or husband will have temporary use of the property until the divorce/legal separation is final.	Who will have possession?	
	Wife = W	Husband = H
<b>Household Items</b>	<b>W</b>	<b>H</b>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Automobiles</b>	<b>W</b>	<b>H</b>
Year, Make, Model		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Securities: Stocks, Bonds, Mutual Funds, Commodity Accounts</b>	<b>W</b>	<b>H</b>
Name of Company & # of shares		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Cash and Deposit Accounts</b>	<b>W</b>	<b>H</b>
Name of Bank or Financial Institution		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other Personal Property</b>	<b>W</b>	<b>H</b>
Description of Asset		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

Any exchange of property shall be made by (date) \_\_\_\_\_  
according to the following arrangements: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### C. Debts and Liabilities

1. Each of the parties shall be responsible for the following debts and liabilities:

Payment for	Payment to	Paid by wife	Paid by husband
Mortgage		<input type="checkbox"/>	<input type="checkbox"/>
Rent		<input type="checkbox"/>	<input type="checkbox"/>
Car 1		<input type="checkbox"/>	<input type="checkbox"/>
Car 2		<input type="checkbox"/>	<input type="checkbox"/>
Insurance-Home		<input type="checkbox"/>	<input type="checkbox"/>
Insurance-Auto		<input type="checkbox"/>	<input type="checkbox"/>
Insurance-Medical		<input type="checkbox"/>	<input type="checkbox"/>
Insurance-Life		<input type="checkbox"/>	<input type="checkbox"/>
Loans-Student		<input type="checkbox"/>	<input type="checkbox"/>
Loans-Personal		<input type="checkbox"/>	<input type="checkbox"/>
Loans-Other		<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 1		<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 2		<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 3		<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 4		<input type="checkbox"/>	<input type="checkbox"/>
Other		<input type="checkbox"/>	<input type="checkbox"/>
Other		<input type="checkbox"/>	<input type="checkbox"/>
Other		<input type="checkbox"/>	<input type="checkbox"/>

Write the names of the creditors to whom the parties owe money. Then check the box to indicate who will temporarily make the minimum monthly payment to each creditor.

### 2. The parties agree and understand:

- Unless otherwise agreed upon in the order, each party shall pay his or her own future monthly household expenses.
- Each party assigned a debt shall be fully responsible for that obligation and shall not make any demands upon the other party concerning that debt.
- Both parties are restrained from making any further debts against the credit of the other party.
- Any debt incurred after the date of this order shall be the responsibility of the party who incurred it and that party shall not make any demands upon the other party concerning that debt.
- Creditors are NOT bound by this agreement and each party remains liable to creditors for all marital debts.
- Any party who suffers a loss because of a failure of the other party to pay an assigned debt may enforce that obligation by a motion for contempt of court.

Note: Legal custody is the right and responsibility to make major decisions about a child.

#### D. MINOR CHILDREN

1. **Temporary Legal Custody** of the minor children shall be as follows:

Name of minor child	Joint legal custody	Sole legal custody to mother	Sole legal custody to father
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. The parents agree that this legal custody arrangement is in the best interests of the minor children at this time.

#### E. PHYSICAL PLACEMENT OF MINOR CHILDREN

The physical placement of the minor children shall be as follows:

Name of minor child	Shared	Primary w/Mother	Primary w/Father
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

and the placement schedule shall be as follows:

- a. ☐ As listed in the attached document.  
b. ☐ As agreed here: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### F. Incorporation of Agreement Into Temporary Order

The parties agree that this stipulation shall be submitted to the court for approval and all parties request that the court make this stipulation a temporary order of the court.

#### G. The parties agree that:

- This court has jurisdiction over the marriage and the parties individually.
- Both parties freely and voluntarily, without any force or coercion, enter into and sign this agreement.
- Both parties have fully disclosed all information about income, expenses, assets and debts to each other.
- This agreement is based on compromise between the parties, but as a whole, is fair and reasonable.
- A court may enforce the terms of this agreement through the powers of contempt of court.

The wife must sign and print her name.

Enter the date on which she signed her name.

**Note:** This signature does not need to be notarized.

The husband must sign and print his name.

Enter the date on which he signed his name.

**Note:** This signature does not need to be notarized.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

If either party is receiving public assistance or there is a case worker from the Child Support Agency assigned to your case, you must take this agreement to the Child Support Agency in your county for their approval.

If not, mark not required.

**State of Wisconsin, Child Support Agency**

- ☐ Approved  
☐ Not Approved  
☐ Not Required

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## TEMPORARY ORDER

1. The agreement of the parties as set out in this stipulation is adopted by the court.
2. The parties are ordered to comply with this agreement while this divorce/legal separation action is pending unless this order is changed by a later court order.
3. The court further orders:
  - a. **Income Tax Returns.** The parties agree to file their income tax returns consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin's Community Property law.
  - b. **Modification and Waiver.** A modification or waiver of any of the provisions of this agreement shall be effective only if it is made in writing and is dated and signed by all parties and approved by the court.
  - c. **Restraining Order.** Both parties are restrained from interfering with the personal liberty of the other, from encumbering or disposing of assets or property, from removing minor children from Wisconsin or more than 150 miles from the other parent within Wisconsin, except pursuant to sec. 767.327 Wis. Stats., and from incurring debts or credit in the name of the other party.
  - d. **Change of Employer/Address.** Both parties shall notify the Clerk of Courts and the county Child Support Agency within 10 days of any change of address or change of employers. Notice shall also be sent at the same time to the other spouse unless contact is prohibited by court order.
  - e. Failure to abide by these temporary orders is punishable as contempt of court pursuant to ch. 785 Wis. Stats. All temporary orders are made without prejudice to the rights of either party at the time of the final hearing.
  - f. Both parties are prohibited from interfering with the parental rights of the other parent.
  - g. Both parties are prohibited from encumbering, concealing, damaging, destroying, transferring, selling, giving away, or removing from this state any of his, her or their property without permission of the court, or written consent of both parties, except in the usual course of business, or in order to secure necessities.
  - h. Neither party can disconnect any utility services or cause any other essential services of the residence of the other party to be discontinued without written consent of the parties or further order of the court.
  - i. Each party is responsible for his or her own future uninsured medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses.
  - j. Both parties shall maintain all current beneficiaries on all life, medical, hospital, automobile, household, or other insurance and in any current wills while this action is pending.



- k. Pursuant to sec. 767.265(a) Wis. Stats., this temporary order for child support and/or maintenance constitutes an assignment of all commissions, earnings, salaries, wages, pension benefits, benefits under ch. 102 or 108 Wis. Stats., and other money due or to be due in the future to the Wisconsin Support Collections Trust Fund as will be sufficient to meet the child support and/or maintenance ordered here.
- l. Pursuant to sec. 767.265(2r) Wis. Stats., if child support and/or maintenance is to be paid, the assignment of paragraph “k” above is effective immediately, and the employer of the party paying shall be notified of the assignment of income immediately.
- m. Pursuant to sec. 767.24(7) Wis. Stats., unless otherwise ordered by the court or denied by statute, both parents shall have equal access to the minor children’s medical, dental and school records.
- n. Both parties are notified that:
- Payment of child support must be made as ordered and is not fulfilled by the giving of gifts, clothing, etc.
  - Payment of child support must be made as it comes due; failure to get or the denial of rights to visitation are not an excuse for non-payment.
  - The payment of child support takes priority over other payments of debts and obligations.
  - A party who accepts additional obligations of child support does so with the full knowledge of his/her prior obligations of this proceeding, and will be given no consideration for those additional obligations when accused of contempt of court for failure to make the payment as ordered.
  - Child support is based on annual income and it is the responsibility of a person with seasonal employment to budget his/her income so that payments are made regularly throughout the year as ordered.
- o. If final legal custody and/or physical placement is contested, each party must complete and file with the court a proposed parenting plan at least 10 days prior to pretrial. A copy of the completed plan must be provided to the spouse and the spouse’s attorney (if applicable). Any parent who does not file such a plan may lose the right to object to the other parent’s plan.
4. Failure to comply with the terms of this order may result in punishment for contempt of court under ch. 785 Wis. Stats.

**BY THE COURT:**

**For Court Use Only**

\_\_\_\_\_  
Circuit Court Judge/Circuit Court Commissioner

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date